

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

ELBERT KIRBY, JR. and  
CALEB MEADOWS,

Plaintiffs,

vs.

DAVID M. O'DENS, SETTLEPOU  
and OCWEN LOAN SERVICING,  
LLC,

Defendants.

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No. 14-CV-388-GKF-PJC

**DEFENDANTS' MOTION FOR IMPOSITION  
OF SANCTIONS AND BRIEF IN SUPPORT**

Defendants, David M. O'Dens ("O'Dens"), SettlePou ("SettlePou") and Ocwen Loan Servicing, LLC ("Ocwen") (collectively "Defendants"), pursuant to Rule 37 of the Federal Rules of Civil Procedure, file this Motion for Imposition of Sanctions addressed to the failures of Plaintiffs, Elbert Kirby, Jr. and Caleb Meadows (collectively, "Plaintiffs"), to comply with the Court's Orders in the above-entitled and numbered case.

**Summary of the Motion**

Despite being ordered several times by the Court to comply with Defendants' discovery requests, Plaintiffs have once again failed and refused to comply with the Court's orders and continue to obstruct legitimate discovery efforts by Defendants in this case. Their *continuing* failures are without foundation

or merit and seriously undermine Defendants’ efforts to prepare this case for trial but, more importantly, are an affront to the Court and Defendants.

### **Arguments and Authorities**

“Plaintiffs have again failed to comply with the Federal Rules or the Court’s Orders.” *Order* at pg. 3 [Docket No. 156]. Three separate orders of the Court are the subject for this motion. Because it is clear that Plaintiffs do not intend to comply with the Court’s orders, rather than seek yet another motion to compel, Defendants request that the Court impose sanctions against Plaintiffs and now dismiss this case.

#### **A. Defendants’ fourth motion to compel.**

On May 29, 2015, the Court granted Defendants’ fourth motion to compel and ordered Plaintiffs’ “**by June 7, 2015,**” to “**fully comply with the Court’s order and the Rules of Civil Procedure by providing proper, verified answers to interrogatories and full responses to the Requests for Production.**” *Order* at pg. 9-10 (emphasis in original) [Docket No. 130]. As of this date, Defendants have not been served with any amended (and proper) answers to the first set interrogatories or responses to requests for production.

Plaintiffs apparently contend that because they “appealed” Magistrate Judge Cleary’s order they were are not required to comply with his order. *See Exhibit No. 8* (discussed *infra*). Plaintiffs are simply wrong. A timely objection or

“appeal” does not operate to stay a Magistrate Judge’s ruling until the District Court acts on the objection. *White v. Burt Enterprises*, 200 F.R.D. 641, 642-43 (D. Colo. 2000) (citing *L.D. Williams v. Texaco, Inc.*, 165 B.R. 662, 673 (D.N.M. 1994) and *Litton Industries, Inc. v. Lehman Brothers Kuhn Loeb, Inc.*, 124 F.R.D. 75, 78-79 (S.D.N.Y. 1989)); *see also* 12 CHARLES ALAN WRIGHT & ARTHUR R. MILLER, *FEDERAL PRACTICE AND PROCEDURE* § 3069 (2<sup>nd</sup> ed. 2015). Moreover, this Court has overruled Plaintiffs’ “appeal” or objection. *See generally* Order [Docket No. 155]. Plaintiffs have not complied with the Court’s order and sanctions are warranted. FED R. CIV. P. 37(b)(2)(A).

**B. Defendants’ fifth motion to compel.**

On May 14, 2015, the Court granted Defendants’ fifth motion to compel. Pursuant to the Court’s May 14<sup>th</sup> order, Plaintiffs were required to “**fully answer the interrogatories** and verify them as required by Rule 33(b)(3) under oath and return their answers to Defendants by **May 22, 2015**.” *Opinion and Order* at pg. 8 (emphasis in original) [Docket No. 118].

Once again, Plaintiffs failed to comply with the Court’s order. Plaintiffs’ discovery responses are attached hereto as Exhibit Nos. 1 through 6. Plaintiffs’ failures are the same as the Court has seen numerous times and for which the Court has specifically and repeatedly advised Plaintiffs of the insufficiency of their answers.

### **1. Jointly answered.**

Plaintiffs, as they have done so repeatedly, insist on jointly answering interrogatories propounded to them separately. *See Exhibit Nos. 1-6; see also Opinion and Order* at pg. 4 [Docket No. 130] (noting Plaintiffs' failure to "distinguish between themselves; nor did they distinguish among the Defendants"). Even then, accepting separately signed discovery responses as Plaintiffs' separate answers, each Plaintiff's answer is identical to the others, which provide no substantive response to a separately propounded interrogatory. *See Opinion and Order* at pg. 4 [Docket No. 130] ("the distinctions between the two Plaintiffs are also critical").

### **2. Not fully answered.**

Plaintiffs continue to assert global answers, which by their very nature are vague, employing the same stock answer for each separately addressed interrogatory. For example, in response to interrogatories specifically addressed to the alleged conduct of O'Dens, Plaintiffs vaguely respond that "defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou" have engaged in certain conduct. *See, e.g., Exhibit No. 1* at pg. 2. The Court has already recognized the infirmities associated with such answers. *Opinion and Order* at pg. 3-4 [Docket No. 130]. In short, the answers do not address the "distinctions among the Defendants [which] are critical when discovery requests seek information as to a

specific Defendant's conduct." *Opinion and Order* at pg. 4 [Docket No. 130]. Plaintiffs persist in their evasive discovery responses. *See Opinion and Order* at pg. 4 [Docket No. 130] ("Furthermore, the Plaintiffs' responses were vague and failed to provide any detailed information"); FED. R. CIV. P. 37(a)(4) ("an evasive or incomplete disclosure, answer, or response must be treated as a failure to disclose, answer or respond").

In addition, Plaintiffs' interrogatory answers as they are prove too much. For example, in response to an interrogatory addressed to O'Dens' conduct, each Plaintiff asserts that "[o]n or about May 1, 2010 to approximately July 11, 2014, the defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou have communicated approximately fifty (50) separate reports of false information to each Experian, Equifax, and Transunion." *Exhibit No. 1* at pg. 2. Of course, the first part of the interrogatory asks for "a description of the action taken and the date(s) such action was undertaken" by O'Dens, not SettlePou and/or Ocwen.<sup>1</sup> Plaintiffs wholly failed to fully answer the interrogatory. At a minimum, Defendants are entitled to know what information Plaintiffs contend was transmitted by each Defendant, when it was transmitted and how it was false.<sup>2</sup> To

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<sup>1</sup> So are Plaintiffs stating that the defendants jointly made fifty reports, made separate reports which total fifty or something else?

<sup>2</sup> In their answers, Plaintiffs allude to their complaint by stating: "Representing false amount to the respective CRAs." *Exhibit No. 1* at pg. 2. Thus, it cannot be disputed that there is more to the answer than provided by Plaintiffs.

that end, each Defendant submitted a specific interrogatory to each Plaintiff which, despite Plaintiffs' "response," remains unanswered.

Next part of the interrogatory asks "whether such report(s) [were] written or oral and the date each such request was made." Plaintiffs failed to answer this part of the interrogatory and, if Plaintiffs are to be believed, there are approximately fifty reports that must be described and dated.<sup>3</sup> Defendants are entitled to this most basic information concerning Plaintiffs' allegations and claims in this case.

Finally, throughout the course of this litigation, Defendants have diligently and timely sought discovery from Plaintiffs. Yet at almost every turn they have been thwarted by "Plaintiffs' inattention to detail and/or inartful or evasive discovery responses." *Opinion and Order* at pg. 4 [Docket No. 130]. Defendants first propounded discovery to Plaintiffs three days (but only one business day) after entry of the scheduling order in this case. Now, more than six months have passed, the discovery deadline expired some six weeks ago, Defendants have been forced to file five separate motions to compel,<sup>4</sup> four motions for protective order<sup>5</sup> and two

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<sup>3</sup> Plaintiffs' answers also stretch credulity. As the Court has observed, O'Dens and SettlePou "first became involved with Plaintiffs on March 24, 2014, when they entered appearances in the Tulsa County foreclosure action." *Opinion and Order* at pg. 3 [Docket No. 130]. How and why is it that either Defendant could or would have made reports to credit reporting agencies before that time?

<sup>4</sup> All five motions to compel were granted by the Court. *Minute Sheet* [Docket No. 67] (granting Defendants' first and second motions to compel; finding Defendants' third motion to compel Plaintiffs' depositions moot by agreement); *Order* [Docket No. 119] (ultimately compelling Plaintiffs' depositions under Court supervision); *Opinion and Order* [Docket No.

motions for attorneys' fees,<sup>6</sup> and, yet, Plaintiffs have still not complied with their obligations under the Federal Rules of Civil Procedure or the Court's discovery orders.

### 3. Not properly verified.

Plaintiffs' purported verifications fail on several levels. Once again, Plaintiffs attempt to use an unsworn declaration to verify their answers. First, Plaintiffs fail to attest to their answer under oath. Specifically, Plaintiffs fail to attest that their answers are provided "under penalty of perjury." 28 U.S.C. § 1746; *see also Opinion and Order* at pg. 5 [Docket No. 130].

Second, Plaintiffs avoid using the required phrase "under penalty of perjury" by simply referring to "28 USC 1746(1)." Whether clever or clumsy, the reference is critical. Section 1746(1) addresses declarations "executed *without* the United States." 28 U.S.C. § 1746(1) (emphasis added). According to the signature block accompanying the answers, each discovery response was signed at "1125 East 8<sup>th</sup>

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130] (granting Defendants' fourth motion to compel); *Opinion and Order* [Docket No. 118] (granting Defendants' fifth motion to compel).

<sup>5</sup> The Court granted all four motions for protective order. *Order* [Docket No. 86] (granting emergency motion to quash depositions); *Order* [Docket No. 92] (granting motion to limit the scope of 30(b)(6) notice); *Order* [Docket No. 112] (granting motion to deny Plaintiffs' second request for production); *Order* [Docket No. 139] (granting motion to quash notices of deposition).

<sup>6</sup> The Court granted one of the motions for attorneys' fees. *Opinion and Order* [Docket No. 129] (granting motion for attorneys' fees associated with emergency motion to quash depositions). One remains pending. *Defendants' Second Motion for Attorneys' Fees and Brief in Support* [Docket No. 124]; *see Opinion and Order* at pg. 7 & 8 [Docket No. 118].

Street, Tulsa Oklahoma.” Thus, a reference to § 1746(1) accomplishes nothing since Plaintiffs were not out of the country at the time they signed the discovery response. *See* 28 U.S.C. § 1746(2) (proper form of declaration “within the United States”).

Finally, and more importantly, assuming Plaintiffs’ shenanigans with their reference to § 1746(1) can be overlooked, qualifying their declarations “to the best of [their] acknowledge” effectively avoids any verification of their answers. *Opinion and Order* at pg. 5 [Docket No. 130] (citing *Deseret Management Corp. v. U.S.*, 75 Fed. Cl. 571, 573 (2007)).

#### **4. Not returned by May 22, 2015.**

Lastly, Plaintiffs were ordered to “return their answers” by May 22, 2015.<sup>7</sup> Plaintiffs failed to do so. The discovery responses were not placed in the mail until May 23, 2015, as reflected by the “stamp” accompanying Plaintiffs’ mailing. A true and correct copy of the envelope is attached as Exhibit No. 7.

While Plaintiffs are likely to argue that delay of one day might be considered *de minimis*, given their continuing misconduct in this litigation such an argument would miss the point. Plaintiffs separately signed a certificate of service that represented the discovery responses were “sent via electronic mail and fist [sic]

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<sup>7</sup> The parties can debate what the Court meant by using the term “return” as opposed to “serve” in its order, the latter having a specific meaning under the Federal Rules of Civil Procedure. Nevertheless, Defendants will assume for purposes of this motion the Court’s order contemplated service in accordance with the Federal Rules of Civil Procedure.



mail . . . on [this 22<sup>nd</sup> day of May, 2015].” As reflected in the communications between the undersigned counsel and Plaintiffs, it cannot be disputed that Plaintiffs did not serve the discovery responses via e-mail and, more importantly, they had full knowledge that the date of service in their certificate was incorrect. A true and correct copy of the e-mail correspondence is attached as Exhibit No. 8 (regarding the undersigned counsel’s attempts to confer regarding this motion); *see Chesson v. Jaquez*, 986 F.2d 363, 365 (10th Cir.1993) (holding date on certificate of service accepted as date of service absent evidence to the contrary). Knowingly signing a false certificate of service is no small matter.

**C. Defendants’ first motion for attorneys’ fees.**

On May 29, 2015, the Court granted Defendants’ first motion for attorneys’ fees in this case. *See generally Opinion and Order* [Docket No. 129]. Magistrate Judge Cleary ordered Plaintiffs to pay Defendants “the total amount of \$4,401.00 . . . by July 1, 2015.” *Opinion and Order* at pg. 6 [Docket No. 129]. Plaintiffs have not paid the sanction as ordered by the Court.<sup>8</sup> Dismissal of this action is within the Court’s discretion. FED R. CIV. P. 37(b)(2)(A)(v). This includes Plaintiffs’ failure to pay a monetary sanction. *Richardson v. Safeway, Inc.*, 109 Fed.Appx. 275, (10<sup>th</sup> Cir. 2004), *cert. denied*, 544 U.S. 933, 125 S. Ct. 1832 (2005) (district court did not abuse its discretion when it dismissed former

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<sup>8</sup> Plaintiffs’ “appeal” of Magistrate Judge Cleary’s order was overruled by the Court. *Order* at pg. 1-2, 3 [Docket No. 155].

employee's Title VII action with prejudice, based on former employee's failure to satisfy monetary sanction that previously was imposed as a result of her discovery violations).

**D. Dismissal of this case is now in order.**

It is unnecessary to recount the long and tortured history of discovery abuses by Plaintiffs in this action; the Court is all too familiar with them. Suffice it to say, however, the Court has spent an inordinate amount of time, repeatedly explaining to Plaintiffs their obligations in responding Defendants' discovery requests in this case. The Court's orders have been plain and clearly communicated to Plaintiffs.

Plaintiffs have been warned that their conduct of discovery in this case will subject them to dismissal of this case. *Order* at pg. 3 [Docket No. 88];<sup>9</sup> *cf. Order* at pg. 2-3 [Docket No. 119]; *Opinion and Order* at pg. 10 [Docket No. 130]. And yet, Plaintiffs continue in their failure to cooperate in discovery and to obey the Court's orders in this case. It could not be clearer that Plaintiffs have ignored and will continue to ignore or obey the Court's orders in this case. Plaintiffs' failure to comply with the Court's order is not merely that of a *pro se* party misunderstanding their obligations under the Federal Rules of Civil Procedure, rather it is an affront to the Court and Defendants. *See generally Plaintiffs'*

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<sup>9</sup> During the hearing conducted before the Court on May 8, 2015, Magistrate Judge Clary repeatedly explained to Plaintiffs that their continued conduct in this case will result in its dismissal. *See Order* at pg. 1 [Docket No. 119] (describing "Plaintiffs' frivolous misconduct").

*Objection, Supporting Affidavit, and Judicial Notice* [Docket No. 73] and *Plaintiffs' Affidavit of Occurrence in Lieu of May 8, 2015, Hearing* [Docket No. 116]. When a party fails to comply with a court's discovery order, they are subject to sanctions, including dismissal of their case. FED. R. CIV. P. 37(b)(2)(A)(v); *see generally Order* [Docket No. 119].

No doubt Plaintiffs are intent on arguing to the jury in this case concerning Defendants' "atrocities," but are unwilling to provide a proper (or even coherent) discovery response when called upon to support their allegations. Defendants have been prejudiced in their trial preparations by Plaintiffs' failure to cooperate in discovery. *See Ecclesiastes 9:10-11-12, Inc. v. LMC Holding Co.*, 497 F.3d 1135, 1145-46 (10<sup>th</sup> Cir. 2007); *Coons v. Allstate Indemnity Co.*, 2013 WL 2370633 (N.D. Okla., May 30, 2013); *see also Gripe v. City of Enid, Okla.*, 312 F.3d 1184, 1188 (10<sup>th</sup> Cir. 2002) (concluding that district court rested its dismissal order on "appropriate considerations" under *Ehrenhaus* test when it found "on at least two occasions that plaintiff's failure to follow court orders and rules had inconvenienced and prejudiced defendants and the court"). Defendants request that the Court impose sanctions upon Plaintiffs and dismiss this case with prejudice.

### **Relief Requested**

Defendants respectfully request that the Court impose sanctions upon Plaintiffs and dismiss this case with prejudice, and grant all other relief that Defendants are entitled.

Respectfully submitted,

/s/ David M. O'Dens

David M. O'Dens, OBA # 11455  
*odens@settlepou.com*

SettlePou

3333 Lee Parkway, Eighth Floor  
Dallas, Texas 75219  
(214) 520-3300  
(214) 526-4145 (Facsimile)

A. Grant Schwabe, OBA #20543  
Kivell, Rayment and Francis, P.C.  
Triad Center I, Suite 550  
7666 East 61<sup>st</sup> Street  
Tulsa, Oklahoma 74133  
Telephone: (918) 254-0626  
Facsimile: (918) 254-7048  
Email: *gschwable@kivell.com*

and

Neal Tomlins, OBA No. 10499  
Email: Neal@tplawtulsa.com  
Stephen Q. Peters, OBA No. 11469  
Email: Steve@tplawtulsa.com  
TOMLINS & PETERS, PLLC  
Southern Hills Tower Suite 305  
2431 East 61st Street  
Tulsa, Oklahoma 74136  
Phone: (918) 949-4411

ATTORNEYS FOR DEFENDANTS

### **Certificate of Conference**

Pursuant to Local Court Rule 37.1, the undersigned counsel conferred with Plaintiffs via electronic mail a copy of which is attached as Exhibit No. 8. Plaintiffs are opposed to the granting of this motion.

/s/ David M. O'Dens  
David M. O'Dens

### **Certificate of Service**

This certifies that on July 6, 2015, the undersigned electronically filed the forgoing document to the Clerk of the Court using the ECF System for filing. Based on the records currently on file, it does not appear that the Clerk of the Court can transmit a Notice of Electronic Filing to Plaintiffs and, therefore, the foregoing document was served via certified mail, return receipt requested on:

Elbert Kirby, Jr., *pro se*  
Caleb Meadows, *pro se*  
1125 East 8<sup>th</sup> Street  
Tulsa, Oklahoma 74120

/s/ David M. O'Dens  
David M. O'Dens

# **Exhibit No. 1**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Elbert Kirby, Jr., and Caleb Meadows,	)	
	)	
Plaintiffs,	)	
	)	
-v-	)	Case No. 14-CV-388-GKF-PJC
	)	
David M. O'Dens, Settle and Pou. PC,	)	
and Ocwen Loan Servicing, LLC,	)	
	)	
Defendants,	)	

**PLAINTIFFS' RESPONSE TO DEFENDANT'S SECOND SET  
OF INTERROGATORIES  
PROPOUNDED TO ELBERT KIRBY, JR**

To: Defendant:  
**DAVID M. O'DENS**  
3333 Lee Parkway  
STE 800  
Dallas, TX 75219

Plaintiffs, Elbert Kirby, Jr., and Caleb Meadows, pursuant to Rules 26 and 33  
of the Federal Rules of Civil Procedure, hereby respond to the following  
interrogatories propounded to the Plaintiffs, Elbert Kirby, Jr., and Caleb Meadows.

**Interrogatories**

Interrogatory No. 5: With respect to the allegations in Paragraph 9 of the Complaint that O'Dens has "[communicat][ed] credit information which is false," state, specifically and in detail:

(A) each action which you contend O'Dens has taken as credit reporting, including a description of the action taken and the date(s) such action was undertaken; and

(B) each report you contend O'Dens made as credit reporting, including whether such report(s) was written or oral and the date each such request was made.

**ANSWER No 5: On or about May 1, 2010 to approximately July 11, 2014, the defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou have communicated approximately fifty (50) separate reports of false information to each Experian, Equifax, and Transunion "Credit Reporting Agencies ("CRAs")." Representing false amount to the respective CRAs. The Defendants failed to report to the CRAs the disputed status of the alleged debt in all instances and reports.**

Interrogatory No. 6: With respect to the allegations in Paragraph 13 of the Complaint that O'Dens "violated the Fair Credit Reporting Act," state specifically and in detail:



(A) each action which you contend O'Dens has taken in violation of the Fair Credit Reporting Act, including a description of the action taken and the

(B) each "dispute[]" that the Plaintiffs made unto the defendants" you contend O'Dens made, including a description of the action taken and the date(s) such action was undertaken; and

(C) each action you contend O'Dens undertook that was "in bad faith with unclean hands," including a description of the action taken and the date(s) such action was undertaken.

**ANSWER No 6: On or about May 1, 2010 to approximately July 11, 2014, the defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou have communicated approximately fifty (50) separate reports of false information to each Experian, Equifax, and Transunion "Credit Reporting Agencies ("CRAs")." Representing false amount to the respective CRAs. The Defendants failed to report to the CRAs the disputed status of the alleged debt in all instances and reports.**

Interrogatory No. 7: With respect to any damages you are seeking against O'Dens in this action:

(A) state, specifically and in detail, the nature of your claimed damages and the precise amount of your claimed damages;

(B) state specifically and in detail, the precise method(s) by which you calculated your claimed damages;

(C) state, specifically and in detail, each fact support or otherwise relating to each item of your claimed damages; and

(D) Identify each document supporting or otherwise relating to each item of your claimed damages.

**ANSWER No 7. See Exhibit 1**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – false report**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – incorrect amount**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – failed to report as dispute**

**\$500,000 – FCRA – actual damages – approximate worth of Plaintiffs’ property**

**TOTAL FCRA – \$650,000**

**\$600,000 = TCPA – 400 counts/occurrences - \$1,500 per statutory damages**

**TOTAL FCRA & TCPA - \$1,250,000**

**PUNITIVE DAMAGES – amount to be proven by court and/or at trial**

**Declaration**

**I, Affiant, Elbert Kirby, Jr., do declare and attest the forgoing information and answers as stated are true and correct to the best of my knowledge in accordance with 28 USC 1746(1).**

Respectfully Submitted this 22nd day of May, 2015,

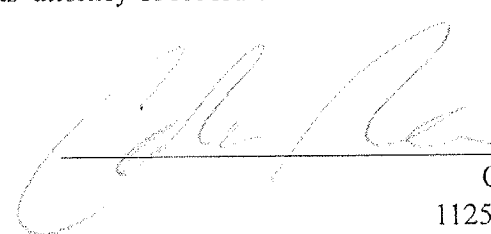
  
\_\_\_\_\_  
By: Elbert Kirby, Jr.

Elbert Kirby, Jr. and Caleb Meadows  
1125 East 8th Street  
Tulsa, Oklahoma  
918.906.1204

**Certificate of Service**

I certify that the above document has been sent via electronic and first class mail, postage prepaid and affixed thereto, unto the following defendants' attorney of record on the last date stated above.

Ocwen Loan Servicing, LLC  
3333 Lee Parkway  
STE 800  
Dallas, TX 75219  
odens@Ocwen.com

  
\_\_\_\_\_  
Caleb Meadows  
1125 East 8th Street  
Tulsa, Oklahoma  
918.906.1204

Please refer to this attached “Exhibit 1” Call Log totaling 8 pages for the Plaintiffs’ responses to defendants’ second set of interrogatories.

## Exhibit 1

#	Number Called	Caller Identification	Time and Date
1	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 4th, 2010 at 3:52 Pm
2	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 4th, 2010 at 3:52 Pm
3	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 28th, 2010 at 10:31 am
4	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 28th, 2010 at 9:28 am
5	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 28th, 2010 at 9:28 am
6	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 28th, 2010 at 9:08 am
7	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 28th, 2010 at 8:27 am
8	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 24th, 2010 at 10:51 am
9	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 24th, 2010 at 10:51 am
10	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 23rd, 2010 at 4:11 Pm
11	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 23rd, 2010 at 4:11 Pm
12	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	MaY 13th, 2010 at 5:27 Pm
13	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	MaY 12th, 2010 at 1:21 Pm
14	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	November 20th, 2010 at 2:24 Pm
15	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	November 13th, 2010 at 9:23 am
16	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 4th, 2010 at 3:23 Pm
17	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 4th, 2010 at 2:41 Pm
18	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 4th, 2010 at 1:56 Pm
19	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 2:18 Pm
20	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 2:17 Pm
21	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 1:57 Pm
22	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 1:57 Pm
23	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 1:37 Pm
24	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 1:36 Pm
25	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 12:56 Pm
26	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 12:56 Pm
27	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 12:36 Pm
28	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 12:35 Pm
29	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 11:33 am
30	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 11:10 am
31	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 10:09 am
32	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 10:09 am
33	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 9:46 am
34	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 9:46 am
35	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 8:44 am
36	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 8:44 am
37	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 8:03 am
38	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2010 at 8:02 am
39	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 29th, 2010 at 8:42 am
40	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 29th, 2010 at 8:41 am
41	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 28th, 2010 at 12:33 Pm
42	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 28th, 2010 at 11:12 am
43	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 28th, 2010 at 11:12 am
44	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	SePtember 24th, 2010 at 9:18 am

## Exhibit 1

#	Number Called	Caller Identification	Time and Date
			September 24th, 2010 at 9:18 am
45	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 23rd, 2010 at 8:25 Pm
46	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 23rd, 2010 at 7:42 Pm
47	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 23rd, 2010 at 7:22 Pm
48	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 23rd, 2010 at 6:41 Pm
49	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 23rd, 2010 at 6:41 Pm
50	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 23rd, 2010 at 6:21 Pm
51	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 23rd, 2010 at 6:20 Pm
52	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 23rd, 2010 at 5:20 Pm
53	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 23rd, 2010 at 5:19 Pm
54	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 20th, 2010 at 8:15 am
55	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 20th, 2010 at 8:14 am
56	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 19th, 2010 at 2:57 Pm
57	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 19th, 2010 at 2:56 Pm
58	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 17th, 2010 at 2:04 Pm
59	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 17th, 2010 at 9:40 am
60	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 17th, 2010 at 9:39 am
61	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 15th, 2010 at 6:33 Pm
62	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	September 15th, 2010 at 6:32 Pm
63	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	May 7th, 2010 at 12:35 Pm
64	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	May 6th, 2010 at 7:45 Pm
65	(918) 902-3246	800 Service : ocwen financial orlando Florida (800) 746-2936	July 24th, 2011 at 3:12 Pm
66	(918) 902-3246	OCWEN FINANCIAL	October 15th, 2011 at 9:36 am
67	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 15th, 2011 at 9:09 am
68	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 15th, 2011 at 8:46 am
69	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 15th, 2011 at 8:26 am
70	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 12th, 2011 at 1:46 Pm
71	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 12th, 2011 at 1:20 Pm
72	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 12th, 2011 at 10:24 am
73	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 12th, 2011 at 8:43 am
74	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 7th, 2011 at 10:30 am
75	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 7th, 2011 at 9:33 am
76	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 7th, 2011 at 8:27 am
77	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 6th, 2011 at 3:21 Pm
78	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 6th, 2011 at 2:38 Pm
79	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 6th, 2011 at 10:19 am
80	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	October 6th, 2011 at 8:40 am
81	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	September 5th, 2011 at 12:23 Pm
82	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	September 2nd, 2011 at 1:57 Pm
83	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	September 1st, 2011 at 2:00 Pm
84	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 27th, 2011 at 10:21 am
85	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 27th, 2011 at 9:22 am
86	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 27th, 2011 at 8:36 am
87	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 27th, 2011 at 8:13 am
88	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	

## Exhibit 1

#	Number Called	Caller Identification	Time and Date
89	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 26th, 2011 at 10:06 am
90	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 25th, 2011 at 9:56 am
91	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 25th, 2011 at 9:36 am
92	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 20th, 2011 at 9:22 am
93	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 20th, 2011 at 9:01 am
94	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 20th, 2011 at 8:09 am
95	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 19th, 2011 at 8:04 am
96	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 18th, 2011 at 8:23 am
97	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 18th, 2011 at 8:03 am
98	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 15th, 2011 at 11:30 am
99	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 15th, 2011 at 11:09 am
100	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 3rd, 2011 at 9:58 am
101	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 3rd, 2011 at 9:37 am
102	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	August 3rd, 2011 at 8:30 am
103	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 31st, 2011 at 6:59 pm
104	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 31st, 2011 at 6:38 pm
105	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 31st, 2011 at 5:57 pm
106	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 27th, 2011 at 5:16 pm
107	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 27th, 2011 at 4:34 pm
108	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 26th, 2011 at 11:04 am
109	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 26th, 2011 at 10:10 am
110	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 26th, 2011 at 9:38 am
111	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 26th, 2011 at 8:56 am
112	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 25th, 2011 at 10:00 am
113	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 25th, 2011 at 9:34 am
114	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 25th, 2011 at 8:42 am
115	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 25th, 2011 at 8:01 am
116	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 22nd, 2011 at 9:50 am
117	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 22nd, 2011 at 8:56 am
118	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 22nd, 2011 at 8:20 am
119	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 21st, 2011 at 9:01 am
120	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 21st, 2011 at 8:41 am
121	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 21st, 2011 at 8:20 am
122	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	July 21st, 2011 at 8:00 am
123	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	January 26th, 2011 at 8:38 am
124	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	January 25th, 2011 at 2:41 pm
125	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	January 25th, 2011 at 2:41 pm
126	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	January 21st, 2011 at 9:45 am
127	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	January 21st, 2011 at 9:44 am
128	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	January 18th, 2011 at 8:53 am
129	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	January 17th, 2011 at 11:39 am
130	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	January 17th, 2011 at 9:11 am
131	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	January 17th, 2011 at 9:10 am
132	(918) 902-3246	OCWEN FINANCIAL : xi nanp area Xi (800) 310-9229	January 17th, 2011 at 8:02 am

## Exhibit 1

#	Number Called	Caller Identification	Time and Date
133	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	January 17th, 2011 at 8:01 am
134	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	November 3rd, 2010 at 8:44 am
135	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	November 3rd, 2010 at 8:43 am
136	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	November 2nd, 2010 at 8:08 am
137	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	November 2nd, 2010 at 8:07 am
138	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	November 1st, 2010 at 8:00 am
139	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 31st, 2010 at 7:40 Pm
140	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 29th, 2010 at 5:03 Pm
141	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 21st, 2010 at 8:45 am
142	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 21st, 2010 at 8:25 am
143	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 21st, 2010 at 8:25 am
144	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 13th, 2010 at 9:08 am
145	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 13th, 2010 at 8:45 am
146	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 13th, 2010 at 8:25 am
147	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 13th, 2010 at 8:04 am
148	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 12th, 2010 at 7:58 am
149	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 11th, 2010 at 8:28 am
150	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 7th, 2010 at 7:59 am
151	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 7th, 2010 at 7:58 am
152	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 5th, 2010 at 8:07 am
153	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 5th, 2010 at 8:07 am
154	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	September 21st, 2010 at 12:27 Pm
155	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	September 21st, 2010 at 12:27 Pm
156	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	August 25th, 2011 at 9:16 am
157	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	August 25th, 2011 at 8:17 am
158	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	August 24th, 2011 at 8:13 am
159	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	August 23rd, 2011 at 9:29 am
160	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	August 23rd, 2011 at 8:29 am
161	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	August 23rd, 2011 at 8:05 am
162	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	August 22nd, 2011 at 2:43 Pm
163	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	August 22nd, 2011 at 2:13 Pm
164	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	August 22nd, 2011 at 12:26 Pm
165	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	August 22nd, 2011 at 8:27 am
166	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	August 20th, 2011 at 9:58 am
167	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 4th, 2010 at 3:03 Pm
168	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 3rd, 2010 at 4:55 Pm
169	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 3rd, 2010 at 4:54 Pm
170	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 2nd, 2010 at 2:58 Pm
171	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 2nd, 2010 at 2:38 Pm
172	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 2nd, 2010 at 2:38 Pm
173	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 2nd, 2010 at 1:16 Pm
174	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 2nd, 2010 at 1:16 Pm
175	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 2nd, 2010 at 12:15 Pm
176	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 2nd, 2010 at 12:15 Pm



## Exhibit 1

#	Number Called	Caller Identification	Time and Date
177	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 2nd, 2010 at 10:30 am
178	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 2nd, 2010 at 10:29 am
179	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 2nd, 2010 at 9:26 am
180	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	October 2nd, 2010 at 9:25 am
181	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	SePtember 28th, 2010 at 11:33 am
182	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	SePtember 28th, 2010 at 11:32 am
183	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	SePtember 23rd, 2010 at 6:00 Pm
184	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	SePtember 23rd, 2010 at 6:00 Pm
185	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	SePtember 23rd, 2010 at 5:39 Pm
186	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	SePtember 17th, 2010 at 12:12 Pm
187	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 310-9229	SePtember 17th, 2010 at 12:12 Pm
188	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 446-2936	January 9th, 2011 at 4:17 Pm
189	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 446-2936	January 9th, 2011 at 4:17 Pm
190	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 446-2936	January 9th, 2011 at 3:16 Pm
191	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 446-2936	January 9th, 2011 at 3:16 Pm
192	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 446-2936	January 9th, 2011 at 2:15 Pm
193	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 446-2936	January 8th, 2011 at 8:03 am
194	(918) 902-3246	OCWEN FINANCIAL : xi nanp area XI (800) 446-2936	January 4th, 2011 at 12:37 Pm
195	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	November 1st, 2012 at 10:11 am
196	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	November 1st, 2012 at 8:22 am
197	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 31st, 2012 at 6:04 Pm
198	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 31st, 2012 at 8:23 am
199	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 30th, 2012 at 9:32 am
200	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 29th, 2012 at 8:10 am
201	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 28th, 2012 at 1:34 Pm
202	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 28th, 2012 at 10:42 am
203	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 27th, 2012 at 1:33 Pm
204	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 27th, 2012 at 8:43 am
205	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 26th, 2012 at 3:49 Pm
206	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	AuGust 25th, 2012 at 3:32 Pm
207	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	AuGust 24th, 2012 at 8:08 am
208	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	AuGust 21st, 2012 at 8:07 am
209	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	AuGust 20th, 2012 at 8:07 am
210	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	AuGust 18th, 2012 at 8:08 am
211	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	AuGust 7th, 2012 at 8:21 am
212	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	AuGust 6th, 2012 at 8:32 am
213	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	July 17th, 2012 at 9:20 am
214	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	July 16th, 2012 at 9:13 am
215	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	July 12th, 2012 at 9:13 am
216	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	July 11th, 2012 at 9:14 am
217	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	July 9th, 2012 at 9:29 am
218	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 9th, 2012 at 9:29 am
219	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 7th, 2012 at 9:17 am
220	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 6th, 2012 at 9:21 am

## Exhibit 1

#	Number Called	Caller Identification	Time and Date
221	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 4th, 2012 at 9:20 am
222	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 2nd, 2012 at 9:55 am
223	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 1st, 2012 at 9:41 am
224	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 31st, 2012 at 9:12 am
225	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 30th, 2012 at 9:11 am
226	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 29th, 2012 at 9:12 am
227	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 26th, 2012 at 9:16 am
228	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 25th, 2012 at 9:11 am
229	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	APril 15th, 2012 at 12:28 Pm
230	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	March 6th, 2012 at 4:16 Pm
231	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	FebruarY 18th, 2012 at 3:06 Pm
232	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	FebruarY 16th, 2012 at 7:52 Pm
233	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	FebruarY 3rd, 2012 at 12:19 Pm
234	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	JanuarY 7th, 2012 at 2:16 Pm
235	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	December 30th, 2011 at 7:39 Pm
236	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	December 29th, 2011 at 6:51 Pm
237	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	December 27th, 2011 at 3:55 Pm
238	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	December 26th, 2011 at 4:03 Pm
239	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 25th, 2012 at 1:54 Pm
240	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 24th, 2012 at 2:15 Pm
241	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 23rd, 2012 at 2:32 Pm
242	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 22nd, 2012 at 8:06 am
243	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 21st, 2012 at 3:45 Pm
244	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 20th, 2012 at 1:04 Pm
245	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 19th, 2012 at 2:32 Pm
246	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 18th, 2012 at 5:44 Pm
247	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 16th, 2012 at 3:22 Pm
248	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 15th, 2012 at 2:33 Pm
249	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 14th, 2012 at 1:43 Pm
250	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 13th, 2012 at 3:33 Pm
251	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 12th, 2012 at 6:47 Pm
252	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 11th, 2012 at 2:36 Pm
253	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 11th, 2012 at 8:17 am
254	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 10th, 2012 at 12:48 Pm
255	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 10th, 2012 at 8:16 am
256	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 9th, 2012 at 1:43 Pm
257	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 9th, 2012 at 8:12 am
258	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 8th, 2012 at 8:24 am
259	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 7th, 2012 at 2:32 Pm
260	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 5th, 2012 at 2:14 Pm
261	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 5th, 2012 at 8:28 am
262	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 3rd, 2012 at 2:10 Pm
263	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 3rd, 2012 at 9:24 am
264	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	October 2nd, 2012 at 2:23 Pm

## Exhibit 1

#	Number Called	Caller Identification	Time and Date
265	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 26th, 2012 at 8:15 am
266	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 25th, 2012 at 8:15 am
267	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 23rd, 2012 at 8:12 am
268	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 20th, 2012 at 8:13 am
269	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 19th, 2012 at 3:54 Pm
270	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 19th, 2012 at 8:11 am
271	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 18th, 2012 at 10:38 am
272	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 17th, 2012 at 8:13 am
273	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 16th, 2012 at 2:12 Pm
274	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 15th, 2012 at 2:42 Pm
275	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 15th, 2012 at 8:10 am
276	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 14th, 2012 at 5:32 Pm
277	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 14th, 2012 at 8:33 am
278	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 13th, 2012 at 1:55 Pm
279	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 12th, 2012 at 9:42 am
280	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 12th, 2012 at 8:07 am
281	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 11th, 2012 at 5:53 Pm
282	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 11th, 2012 at 8:09 am
283	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 9th, 2012 at 2:37 Pm
284	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 8th, 2012 at 3:03 Pm
285	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 7th, 2012 at 1:58 Pm
286	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 6th, 2012 at 2:26 Pm
287	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 6th, 2012 at 8:12 am
288	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 5th, 2012 at 2:03 Pm
289	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 5th, 2012 at 8:14 am
290	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 4th, 2012 at 8:12 am
291	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 3rd, 2012 at 4:47 Pm
292	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 3rd, 2012 at 8:33 am
293	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 2nd, 2012 at 8:57 am
294	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	SePtember 1st, 2012 at 8:17 am
295	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	AuGust 14th, 2012 at 8:55 am
296	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	AuGust 12th, 2012 at 12:19 Pm
297	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	AuGust 11th, 2012 at 9:18 am
298	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	AuGust 9th, 2012 at 8:08 am
299	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	JulY 29th, 2012 at 9:03 am
300	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	JulY 27th, 2012 at 8:28 am
301	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	JulY 24th, 2012 at 9:23 am
302	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	JulY 3rd, 2012 at 9:22 am
303	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 30th, 2012 at 9:20 am
304	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 25th, 2012 at 9:19 am
305	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 23rd, 2012 at 9:17 am
306	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 21st, 2012 at 9:16 am
307	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 17th, 2012 at 11:11 am
308	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 16th, 2012 at 9:15 am

## Exhibit 1

#	Number Called	Caller Identification	Time and Date
309	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 14th, 2012 at 9:14 am
310	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	June 13th, 2012 at 9:12 am
311	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 24th, 2012 at 9:10 am
312	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 23rd, 2012 at 9:11 am
313	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 22nd, 2012 at 9:14 am
314	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 21st, 2012 at 9:54 am
315	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 20th, 2012 at 2:26 Pm
316	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 19th, 2012 at 9:12 am
317	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 18th, 2012 at 9:34 am
318	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 16th, 2012 at 9:11 am
319	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 14th, 2012 at 9:10 am
320	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 8th, 2012 at 6:05 Pm
321	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	MaY 6th, 2012 at 6:51 Pm
322	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	APril 29th, 2012 at 7:59 Pm
323	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	APril 1st, 2012 at 2:39 Pm
324	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	March 28th, 2012 at 9:15 am
325	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	March 25th, 2012 at 5:28 Pm
326	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	March 25th, 2012 at 2:12 Pm
327	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	March 18th, 2012 at 5:32 Pm
328	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	March 11th, 2012 at 7:11 Pm
329	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	March 7th, 2012 at 6:01 Pm
330	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	FebruarY 11th, 2012 at 11:08 am
331	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	JanuarY 29th, 2012 at 3:03 Pm
332	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	JanuarY 28th, 2012 at 3:23 Pm
333	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	JanuarY 28th, 2012 at 8:50 am
334	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	JanuarY 26th, 2012 at 2:05 Pm
335	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	JanuarY 15th, 2012 at 8:19 Pm
336	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	JanuarY 15th, 2012 at 6:58 Pm
337	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	JanuarY 15th, 2012 at 3:13 Pm
338	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	JanuarY 10th, 2012 at 2:55 Pm
339	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	December 23rd, 2011 at 7:36 Pm
340	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	December 23rd, 2011 at 4:36 Pm
341	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	December 22nd, 2011 at 7:32 Pm
342	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	December 22nd, 2011 at 5:01 Pm
343	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	December 22nd, 2011 at 2:49 Pm
344	(918) 902-3246	TOLL FREE CALL : ocwen financial orlando Florida (800) 746-2936	December 21st, 2011 at 4:15 Pm

## **Exhibit No. 2**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Elbert Kirby, Jr., and Caleb Meadows,	)	
	)	
Plaintiffs,	)	
	)	
-v-	)	Case No. 14-CV-388-GKF-PJC
	)	
David M. O'Dens, Settle and Pou, PC,	)	
and Ocwen Loan Servicing, LLC,	)	
	)	
Defendants,	)	

**PLAINTIFFS' RESPONSE TO DEFENDANT'S SECOND SET  
OF INTERROGATORIES  
PROPOUNDED TO ELBERT KIRBY, JR**

To: Defendant:  
**SETTLEPOU**  
3333 Lee Parkway  
STE 800  
Dallas, TX 75219

Plaintiffs, Elbert Kirby, Jr., and Caleb Meadows, pursuant to Rules 26 and 33  
of the Federal Rules of Civil Procedure, hereby respond to the following  
interrogatories propounded to the Plaintiffs, Elbert Kirby, Jr., and Caleb Meadows.

**Interrogatories**

Interrogatory No. 5: With respect to the allegations in Paragraph 9 of the Complaint that SettlePou has "[communicat][ed] credit information which is false," state, specifically and in detail:

(A) each action which you contend SettlePou has taken as credit reporting, including a description of the action taken and the date(s) such action was undertaken; and

(B) each report you contend SettlePou made as credit reporting, including whether such report(s) was written or oral and the date each such request was made.

**ANSWER No 5: On or about May 1, 2010 to approximately July 11, 2014, the defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou have communicated approximately fifty (50) separate reports of false information to each Experian, Equifax, and Transunion "Credit Reporting Agencies ("CRAs")." Representing false amount to the respective CRAs. The Defendants failed to report to the CRAs the disputed status of the alleged debt in all instances and reports.**

Interrogatory No. 6: With respect to the allegations in Paragraph 13 of the Complaint that SettlePou "violated the Fair Credit Reporting Act," state specifically and in detail:



(A) each action which you contend SettlePou has taken in violation of the Fair Credit Reporting Act, including a description of the action taken and the

(B) each "dispute[]" that the Plaintiffs made unto the defendants" you contend SettlePou made, including a description of the action taken and the date(s) such action was undertaken; and

(C) each action you contend SettlePou undertook that was "in bad faith with unclean hands," including a description of the action taken and the date(s) such action was undertaken.

**ANSWER No 6: On or about May 1, 2010 to approximately July 11, 2014, the defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou have communicated approximately fifty (50) separate reports of false information to each Experian, Equifax, and Transunion "Credit Reporting Agencies ("CRAs")." Representing false amount to the respective CRAs. The Defendants failed to report to the CRAs the disputed status of the alleged debt in all instances and reports.**

Interrogatory No. 7: With respect to any damages you are seeking against SettlePou in this action:

(A) state, specifically and in detail, the nature of your claimed damages and the precise amount of your claimed damages;



(B) state specifically and in detail, the precise method(s) by which you calculated your claimed damages;

(C) state, specifically and in detail, each fact support or otherwise relating to each item of your claimed damages; and

(D) Identify each document supporting or otherwise relating to each item of your claimed damages.

**ANSWER No 7. See Exhibit 1**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – false report**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – incorrect amount**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – failed to report as dispute**

**\$500,000 – FCRA – actual damages – approximate worth of Plaintiffs' property**

**TOTAL FCRA – \$650,000**

**\$600,000 = TCPA – 400 counts/occurrences - \$1,500 per statutory damages**

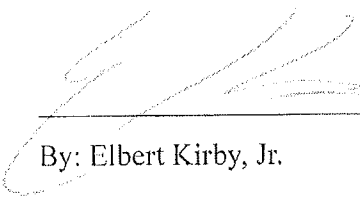
**TOTAL FCRA & TCPA - \$1,250,000**

**PUNITIVE DAMAGES – amount to be proven by court and/or at trial**

Declaration

I, Affiant, Elbert Kirby, Jr., do declare and attest the forgoing information and answers as stated are true and correct to the best of my knowledge in accordance with 28 USC 1746(1).

Respectfully Submitted this 22nd day of May, 2015,



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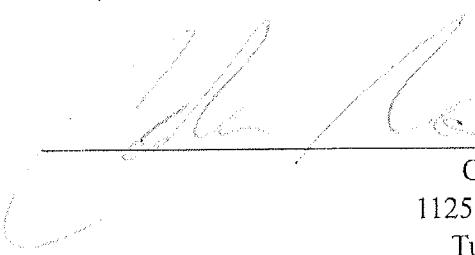
By: Elbert Kirby, Jr.

Elbert Kirby, Jr. and Caleb Meadows  
1125 East 8th Street  
Tulsa, Oklahoma  
918.906.1204

Certificate of Service

I certify that the above document has been sent via electronic and first class mail, postage prepaid and affixed thereto, unto the following defendants' attorney of record on the last date stated above.

Ocwen Loan Servicing, LLC  
3333 Lee Parkway  
STE 800  
Dallas, TX 75219  
odens@Ocwen.com



---

Caleb Meadows  
1125 East 8th Street  
Tulsa, Oklahoma  
918.906.1204

## **Exhibit No. 3**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Elbert Kirby, Jr., and Caleb Meadows,	)	
	)	
Plaintiffs,	)	
	)	
-v-	)	Case No. 14-CV-388-GKF-PJC
	)	
David M. O'Dens, Settle and Pou, PC,	)	
and Ocwen Loan Servicing, LLC,	)	
	)	
Defendants,	)	

PLAINTIFFS' RESPONSE TO DEFENDANT'S SECOND SET  
OF INTERROGATORIES  
PROPOUNDED TO ELBERT KIRBY, JR

To: Defendant:  
**Ocwen Loan Servicing, LLC**  
3333 Lee Parkway  
STE 800  
Dallas, TX 75219

Plaintiffs, Elbert Kirby, Jr., and Caleb Meadows, pursuant to Rules 26 and 33  
of the Federal Rules of Civil Procedure, hereby respond to the following  
interrogatories propounded to the Plaintiffs, Elbert Kirby, Jr., and Caleb Meadows.

**Interrogatories**

Interrogatory No. 5: With respect to the allegations in Paragraph 9 of the Complaint that Ocwen has "[communicat][ed] credit information which is false," state, specifically and in detail:

(A) each action which you contend Ocwen has taken as credit reporting, including a description of the action taken and the date(s) such action was undertaken; and

(B) each report you contend Ocwen made as credit reporting, including whether such report(s) was written or oral and the date each such request was made.

**ANSWER No 5: On or about May 1, 2010 to approximately July 11, 2014, the defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou have communicated approximately fifty (50) separate reports of false information to each Experian, Equifax, and Transunion "Credit Reporting Agencies ("CRAs")." Representing false amount to the respective CRAs. The Defendants failed to report to the CRAs the disputed status of the alleged debt in all instances and reports.**

Interrogatory No. 6: With respect to the allegations in Paragraph 13 of the Complaint that Ocwen "violated the Fair Credit Reporting Act," state specifically and in detail:

(A) each action which you contend Ocwen has taken in violation of the Fair Credit Reporting Act, including a description of the action taken and the

(B) each "dispute[]" that the Plaintiffs made unto the defendants" you contend Ocwen made, including a description of the action taken and the date(s) such action was undertaken; and

(C) each action you contend Ocwen undertook that was "in bad faith with unclean hands," including a description of the action taken and the date(s) such action was undertaken.

**ANSWER No 6: On or about May 1, 2010 to approximately July 11, 2014, the defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou have communicated approximately fifty (50) separate reports of false information to each Experian, Equifax, and Transunion "Credit Reporting Agencies ("CRAs")." Representing false amount to the respective CRAs. The Defendants failed to report to the CRAs the disputed status of the alleged debt in all instances and reports.**

Interrogatory No. 7: With respect to the allegations in Paragraph 14 of the Complaint that Ocwen "made over 400 telephone calls . . . by automated telephone dialing," state specifically and in detail:

(A) each call you contend Ocwen has made and the dates and times such action was undertaken; and

(B) the manner and method by which you documented or otherwise maintain a log of all such calls.

**ANSWER No 7: See Exhibit 1. The Plaintiffs maintain their documented records with the third-party service Trapcall.com. The Plaintiffs have provided the records of the calls in a log see Exhibit 1.**

Interrogatory No. 8: With respect to the allegations in Paragraph 14 of the Complaint that Ocwen "made over 400 telephone calls . . . by automated telephone dialing . . . (to 918-\*\*\*-\*\*46)," state specifically and in detail:

- (A) the full telephone number to which you refer;
- (B) the owner(s) of such telephone number; and
- (C) whether such telephone number is a residential or cellular telephone line.

**ANSWER No 8: The defendants used their automated dialing system to dial the cellular phone number: 918.902.3246. Which the Plaintiffs are the owners and authorized users.**

Interrogatory No. 9: With respect to any damages you are seeking against Ocwen in this action:

- (A) state, specifically and in detail, the nature of your claimed damages and the precise amount of your claimed damages;

(B) state specifically and in detail, the precise method(s) by which you calculated your claimed damages;

(C) state, specifically and in detail, each fact support or otherwise relating to each item of your claimed damages; and

(D) Identify each document supporting or otherwise relating to each item of your claimed damages.

**ANSWER No 9. See Exhibit 1**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – false report**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – incorrect amount**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – failed to report as dispute**

**\$500,000 – FCRA – actual damages – approximate worth of Plaintiffs' property**

**TOTAL FCRA – \$650,000**

**\$600,000 = TCPA – 400 counts/occurrences - \$1,500 per statutory damages**

**TOTAL FCRA & TCPA - \$1,250,000**

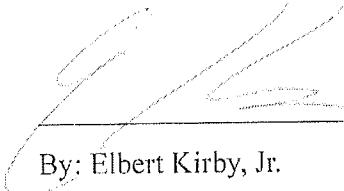
**PUNITIVE DAMAGES – amount to be proven by court and/or at trial**



**Declaration**

I, Affiant, Elbert Kirby, Jr., do declare and attest the forgoing information and answers as stated are true and correct to the best of my knowledge in accordance with 28 USC 1746(1).

Respectfully Submitted this 22nd day of May, 2015,



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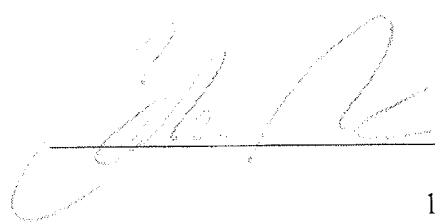
By: Elbert Kirby, Jr.

Elbert Kirby, Jr. and Caleb Meadows  
1125 East 8th Street  
Tulsa, Oklahoma  
918.906.1204

**Certificate of Service**

I certify that the above document has been sent via electronic and first class mail, postage prepaid and affixed thereto, unto the following defendants' attorney of record on the last date stated above.

Ocwen Loan Servicing, LLC  
3333 Lee Parkway  
STE 800  
Dallas, TX 75219  
odens@Ocwen.com



---

Caleb Meadows  
1125 East 8th Street  
Tulsa, Oklahoma  
918.906.1204

## **Exhibit No. 4**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Elbert Kirby, Jr., and Caleb Meadows,	)	
	)	
Plaintiffs,	)	
	)	
-v-	)	Case No. 14-CV-388-GKF-PJC
	)	
David M. O'Dens, Settle and Pou, PC,	)	
and Ocwen Loan Servicing, LLC,	)	
	)	
Defendants,	)	

**PLAINTIFFS' RESPONSE TO DEFENDANT'S SECOND SET  
OF INTERROGATORIES  
PROPOUNDED TO ELBERT KIRBY, JR [sic]**

To: Defendant:  
**DAVID M. O'DENS**  
3333 Lee Parkway  
STE 800  
Dallas, TX 75219

Plaintiffs, Elbert Kirby, Jr., and Caleb Meadows, pursuant to Rules 26 and 33  
of the Federal Rules of Civil Procedure, hereby respond to the following  
interrogatories propounded to the Plaintiffs, Elbert Kirby, Jr., and Caleb Meadows.

**Interrogatories**

Interrogatory No. 5: With respect to the allegations in Paragraph 9 of the Complaint that O'Dens has "[communicat][ed] credit information which is false," state, specifically and in detail:

(A) each action which you contend O'Dens has taken as credit reporting, including a description of the action taken and the date(s) such action was undertaken; and

(B) each report you contend O'Dens made as credit reporting, including whether such report(s) was written or oral and the date each such request was made.

**ANSWER No 5: On or about May 1, 2010 to approximately July 11, 2014, the defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou have communicated approximately fifty (50) separate reports of false information to each Experian, Equifax, and Transunion "Credit Reporting Agencies ("CRAs")." Representing false amount to the respective CRAs. The Defendants failed to report to the CRAs the disputed status of the alleged debt in all instances and reports.**

Interrogatory No. 6: With respect to the allegations in Paragraph 13 of the Complaint that O'Dens "violated the Fair Credit Reporting Act," state specifically and in detail:

(A) each action which you contend O'Dens has taken in violation of the Fair Credit Reporting Act, including a description of the action taken and the

(B) each "dispute[]" that the Plaintiffs made unto the defendants" you contend O'Dens made, including a description of the action taken and the date(s) such action was undertaken; and

(C) each action you contend O'Dens undertook that was "in bad faith with unclean hands," including a description of the action taken and the date(s) such action was undertaken.

**ANSWER No 6: On or about May 1, 2010 to approximately July 11, 2014, the defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou have communicated approximately fifty (50) separate reports of false information to each Experian, Equifax, and Transunion "Credit Reporting Agencies ("CRAs")." Representing false amount to the respective CRAs. The Defendants failed to report to the CRAs the disputed status of the alleged debt in all instances and reports.**

Interrogatory No. 7: With respect to any damages you are seeking against O'Dens in this action:

(A) state, specifically and in detail, the nature of your claimed damages and the precise amount of your claimed damages;

(B) state specifically and in detail, the precise method(s) by which you calculated your claimed damages;

(C) state, specifically and in detail, each fact support or otherwise relating to each item of your claimed damages; and

(D) Identify each document supporting or otherwise relating to each item of your claimed damages.

**ANSWER No 7. See Exhibit 1**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – false report**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – incorrect amount**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – failed to report as dispute**

**\$500,000 – FCRA – actual damages – approximate worth of Plaintiffs’ property**

**TOTAL FCRA – \$650,000**

**\$600,000 = TCPA – 400 counts/occurrences - \$1,500 per statutory damages**

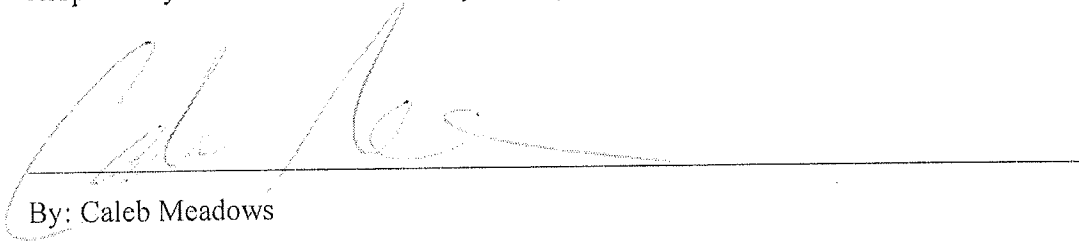
**TOTAL FCRA & TCPA - \$1,250,000**

**PUNITIVE DAMAGES – amount to be proven by court and/or at trial**

**Declaration**

**I, Affiant, Caleb Meadows, do declare and attest the forgoing information and answers as stated are true and correct to the best of my knowledge in accordance with 28 USC 1746(1).**

Respectfully Submitted this 22nd day of May, 2015,

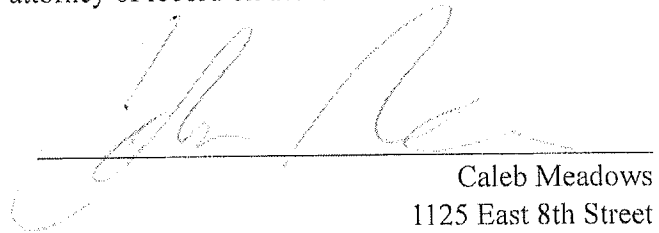


By: Caleb Meadows

Elbert Kirby, Jr. and Caleb Meadows  
1125 East 8th Street  
Tulsa, Oklahoma  
918.906.1204

**Certificate of Service**

I certify that the above document has been sent via electronic and fist class mail, postage prepaid and affixed thereto, unto the following defendants' attorney of record on the last date stated above.



Caleb Meadows  
1125 East 8th Street  
Tulsa, Oklahoma  
918.906.1204

Ocwen Loan Servicing, LLC  
3333 Lee Parkway  
STE 800  
Dallas, TX 75219  
odens@Ocwen.com

## **Exhibit No. 5**



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Elbert Kirby, Jr., and Caleb Meadows,	)	
	)	
Plaintiffs.	)	
	)	
-v-	)	Case No. 14-CV-388-GKF-PJC
	)	
David M. O'Dens, Settle and Pou, PC,	)	
and Ocwen Loan Servicing, LLC,	)	
	)	
Defendants.	)	

**PLAINTIFFS' RESPONSE TO DEFENDANT'S SECOND SET  
OF INTERROGATORIES  
PROPOUNDED TO ELBERT KIRBY, JR [sic]**

To: Defendant:  
**SETTLEPOU**  
3333 Lee Parkway  
STE 800  
Dallas, TX 75219

Plaintiffs, Elbert Kirby, Jr., and Caleb Meadows, pursuant to Rules 26 and 33  
of the Federal Rules of Civil Procedure, hereby respond to the following  
interrogatories propounded to the Plaintiffs, Elbert Kirby, Jr., and Caleb Meadows.

**Interrogatories**

Interrogatory No. 5: With respect to the allegations in Paragraph 9 of the Complaint that SettlePou has "[communicat][ed] credit information which is false," state, specifically and in detail:

(A) each action which you contend SettlePou has taken as credit reporting, including a description of the action taken and the date(s) such action was undertaken; and

(B) each report you contend SettlePou made as credit reporting, including whether such report(s) was written or oral and the date each such request was made.

**ANSWER No 5: On or about May 1, 2010 to approximately July 11, 2014, the defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou have communicated approximately fifty (50) separate reports of false information to each Experian, Equifax, and Transunion "Credit Reporting Agencies ("CRAs")." Representing false amount to the respective CRAs. The Defendants failed to report to the CRAs the disputed status of the alleged debt in all instances and reports.**

Interrogatory No. 6: With respect to the allegations in Paragraph 13 of the Complaint that SettlePou "violated the Fair Credit Reporting Act," state specifically and in detail:

(A) each action which you contend SettlePou has taken in violation of the Fair Credit Reporting Act, including a description of the action taken and the

(B) each "dispute[]" that the Plaintiffs made unto the defendants" you contend SettlePou made, including a description of the action taken and the date(s) such action was undertaken; and

(C) each action you contend SettlePou undertook that was "in bad faith with unclean hands," including a description of the action taken and the date(s) such action was undertaken.

**ANSWER No 6: On or about May 1, 2010 to approximately July 11, 2014, the defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou have communicated approximately fifty (50) separate reports of false information to each Experian, Equifax, and Transunion "Credit Reporting Agencies ("CRAs")." Representing false amount to the respective CRAs. The Defendants failed to report to the CRAs the disputed status of the alleged debt in all instances and reports.**

Interrogatory No. 7: With respect to any damages you are seeking against SettlePou in this action:

(A) state, specifically and in detail, the nature of your claimed damages and the precise amount of your claimed damages;

(B) state specifically and in detail, the precise method(s) by which you calculated your claimed damages;

(C) state, specifically and in detail, each fact support or otherwise relating to each item of your claimed damages; and

(D) Identify each document supporting or otherwise relating to each item of your claimed damages.

**ANSWER No 7. See Exhibit 1**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – false report**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – incorrect amount**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – failed to report as dispute**

**\$500,000 – FCRA – actual damages – approximate worth of Plaintiffs’ property**

**TOTAL FCRA – \$650,000**

**\$600,000 = TCPA – 400 counts/occurrences - \$1,500 per statutory damages**

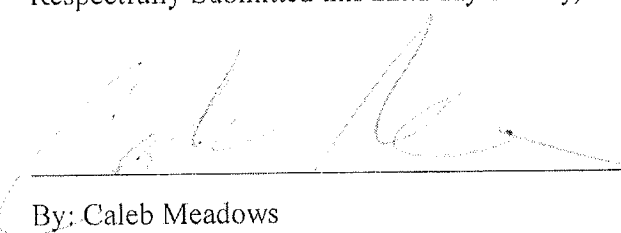
**TOTAL FCRA & TCPA - \$1,250,000**

**PUNITIVE DAMAGES – amount to be proven by court and/or at trial**

**Declaration**

**I, Affiant, Caleb Meadows, do declare and attest the forgoing information and answers as stated are true and correct to the best of my knowledge in accordance with 28 USC 1746(1).**

Respectfully Submitted this 22nd day of May, 2015,

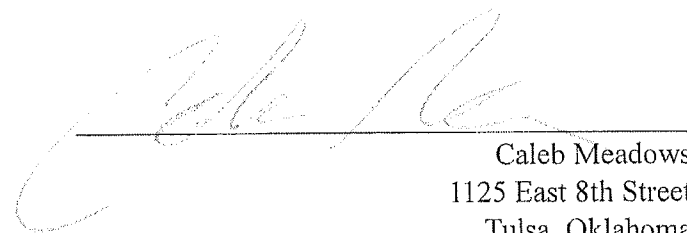
  
By: Caleb Meadows

Elbert Kirby, Jr. and Caleb Meadows  
1125 East 8th Street  
Tulsa, Oklahoma  
918.906.1204

**Certificate of Service**

I certify that the above document has been sent via electronic and first class mail, postage prepaid and affixed thereto, unto the following defendants' attorney of record on the last date stated above.

Ocwen Loan Servicing, LLC  
3333 Lee Parkway  
STE 800  
Dallas, TX 75219  
odens@Ocwen.com

  
Caleb Meadows  
1125 East 8th Street  
Tulsa, Oklahoma  
918.906.1204

## **Exhibit No. 6**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Elbert Kirby, Jr., and Caleb Meadows,	)	
	)	
Plaintiffs,	)	
	)	
-v-	)	Case No. 14-CV-388-GKF-PJC
	)	
David M. O'Dens, Settle and Pou, PC,	)	
and Ocwen Loan Servicing, LLC,	)	
	)	
Defendants,	)	

**PLAINTIFFS' RESPONSE TO DEFENDANT'S SECOND SET  
OF INTERROGATORIES  
PROPOUNDED TO ELBERT KIRBY, JR [sic]**

To: Defendant:  
**Ocwen Loan Servicing, LLC**  
3333 Lee Parkway  
STE 800  
Dallas, TX 75219

Plaintiffs, Elbert Kirby, Jr., and Caleb Meadows, pursuant to Rules 26 and 33  
of the Federal Rules of Civil Procedure, hereby respond to the following  
interrogatories propounded to the Plaintiffs, Elbert Kirby, Jr., and Caleb Meadows.

**Interrogatories**

Interrogatory No. 5: With respect to the allegations in Paragraph 9 of the Complaint that Ocwen has "[communicat][ed] credit information which is false," state, specifically and in detail:

(A) each action which you contend Ocwen has taken as credit reporting, including a description of the action taken and the date(s) such action was undertaken; and

(B) each report you contend Ocwen made as credit reporting, including whether such report(s) was written or oral and the date each such request was made.

**ANSWER No 5: On or about May 1, 2010 to approximately July 11, 2014, the defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou have communicated approximately fifty (50) separate reports of false information to each Experian, Equifax, and Transunion "Credit Reporting Agencies ("CRAs")." Representing false amount to the respective CRAs. The Defendants failed to report to the CRAs the disputed status of the alleged debt in all instances and reports.**

Interrogatory No. 6: With respect to the allegations in Paragraph 13 of the Complaint that Ocwen "violated the Fair Credit Reporting Act," state specifically and in detail:



(A) each action which you contend Ocwen has taken in violation of the Fair Credit Reporting Act, including a description of the action taken and the

(B) each "dispute[]" that the Plaintiffs made unto the defendants" you contend Ocwen made, including a description of the action taken and the date(s) such action was undertaken; and

(C) each action you contend Ocwen undertook that was "in bad faith with unclean hands," including a description of the action taken and the date(s) such action was undertaken.

**ANSWER No 6: On or about May 1, 2010 to approximately July 11, 2014, the defendants Ocwen Loan Servicing, LLC, David M. O'Dens and SettlePou have communicated approximately fifty (50) separate reports of false information to each Experian, Equifax, and Transunion "Credit Reporting Agencies ("CRAs")." Representing false amount to the respective CRAs. The Defendants failed to report to the CRAs the disputed status of the alleged debt in all instances and reports.**

Interrogatory No. 7: With respect to the allegations in Paragraph 14 of the Complaint that Ocwen "made over 400 telephone calls . . . by automated telephone dialing," state specifically and in detail:

(A) each call you contend Ocwen has made and the dates and times such action was undertaken; and

(B) the manner and method by which you documented or otherwise maintain a log of all such calls.

**ANSWER No 7: See Exhibit 1. The Plaintiffs maintain their documented records with the third-party service Trapcall.com. The Plaintiffs have provided the records of the calls in a log see Exhibit 1.**

Interrogatory No. 8: With respect to the allegations in Paragraph 14 of the Complaint that Ocwen "made over 400 telephone calls . . . by automated telephone dialing . . . (to 918-\*\*\*-\*\*\*46)," state specifically and in detail:

- (A) the full telephone number to which you refer;
- (B) the owner(s) of such telephone number; and
- (C) whether such telephone number is a residential or cellular telephone line.

**ANSWER No 8: The defendants used their automated dialing system to dial the cellular phone number: 918.902.3246. Which the Plaintiffs are the owners and authorized users.**

Interrogatory No. 9: With respect to any damages you are seeking against Ocwen in this action:

- (A) state, specifically and in detail, the nature of your claimed damages and the precise amount of your claimed damages;

(B) state specifically and in detail, the precise method(s) by which you calculated your claimed damages;

(C) state, specifically and in detail, each fact support or otherwise relating to each item of your claimed damages; and

(D) Identify each document supporting or otherwise relating to each item of your claimed damages.

**ANSWER No 9. See Exhibit 1**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – false report**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – incorrect amount**

**\$50,000 - FCRA – 50 counts/occurrences – \$1,000 per statutory damage – failed to report as dispute**

**\$500,000 – FCRA – actual damages – approximate worth of Plaintiffs' property**

**TOTAL FCRA – \$650,000**

**\$600,000 = TCPA – 400 counts/occurrences - \$1,500 per statutory damages**

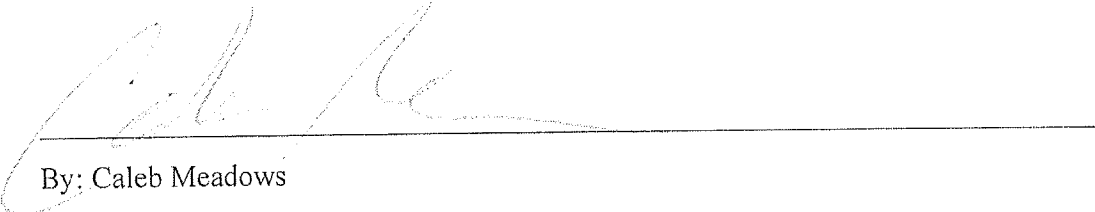
**TOTAL FCRA & TCPA - \$1,250,000**

**PUNITIVE DAMAGES – amount to be proven by court and/or at trial**

**Declaration**

I, Affiant, Caleb Meadows do declare and attest the forgoing information and answers as stated are true and correct to the best of my knowledge in accordance with 28 USC 1746(1).

Respectfully Submitted this 22nd day of May, 2015.



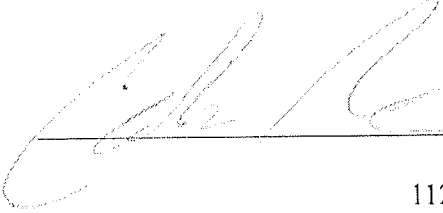
By: Caleb Meadows

Elbert Kirby, Jr. and Caleb Meadows  
1125 East 8th Street  
Tulsa, Oklahoma  
918.906.1204

**Certificate of Service**

I certify that the above document has been sent via electronic and fist class mail, postage prepaid and affixed thereto, unto the following defendants' attorney of record on the last date stated above.

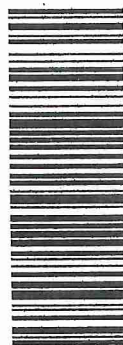
Ocwen Loan Servicing, LLC  
3333 Lee Parkway  
STE 800  
Dallas, TX 75219  
odens@Ocwen.com



Caleb Meadows  
1125 East 8th Street  
Tulsa, Oklahoma  
918.906.1204

## **Exhibit No. 7**

CERTIFIED MAIL<sup>®</sup>



7013-1090 0001 9523 2814

SETTLEPOU  
c/o DAVID M ODENS  
3333 LEE PARKWAY  
STE 800  
DALLAS TX 75219

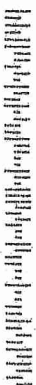


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TULSA, OK  
74114  
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AMOUNT  
**\$6.80**  
00108566-15



## **Exhibit No. 8**

David O'Dens

---

**From:** Amero pean <followtherules@icloud.com>  
**Sent:** Wednesday, June 17, 2015 9:04 AM  
**To:** David O'Dens  
**Subject:** Re: Kirby v. O'Dens; Our File No. 14-0453

David,

First, we have noticed the court with our objection and appeal to the order which you reference.

In good faith to find a resolve, without waiving any of our objections and rights to appeal, can you be more specific with your request and exactly what you are requesting?

\*\*\*\*\*

**CONFIDENTIALITY NOTICE; VOID WHERE PROHIBITED:**

**PRIVATE:** This is Not A Public Communication. This is a private email message. It is confidential and is legally privileged. Notice to Agent is Notice to Principal and Notice to Principal is Notice to Agent.

**CONFIDENTIALITY NOTICE:** This electronic transmission and any attached documents or other writings are confidential and are for the sole use of the intended recipient (s) identified above. This message may contain information that is privileged, confidential or otherwise protected from disclosure under applicable law. If the receiver of this information is not the intended recipient, or the employee, or agent responsible for delivering the information to the intended recipient, you are hereby notified that any use, reading dissemination, distribution, copying or storage of this information is strictly prohibited. If you have received this information in error, please notify the sender by return mail and delete the electronic transmission, including all attachments from your system. **ALL RIGHTS RETAINED.**

All of the information sent through any and all forms of mediums of communication by the sender are private. Including but not limited to, any attachment(s), and are limited for the sole use of the intended recipient and may contain Privileged and/or Confidential Information. Any and All Political, Private or Public Entities, Federal, State, or Local Corporate Government(s), Municipality(ies), International Organizations, Corporation(s), agent(s), investigator(s), or informant(s), et. al., and/or Third Party(ies), and notwithstanding Any and All party(ies), working in collusion by collecting and/or monitoring email(s), and any other means of spying and collecting these or any of communications in general, Without THE SENDER'S Exclusive Permission are Barred from Any and All Unauthorized Review, Use, Disclosure or Distribution.

On Jun 16, 2015, at 12:25 PM, David O'Dens <[dodens@settlepou.com](mailto:dodens@settlepou.com)> wrote:

Gentlemen:

By the Court's order dated May 29, 2105, "[w]ith respect to the interrogatories and requests for production, by June 7, 2015, Plaintiffs shall fully comply with th[e] Court's orders and the Rules of



**Civil Procedure by providing proper, verified answers to interrogatories and full responses to the Requests for Production."** *Opinion and Order* at pg. 9-10 [Docket No. 130] (bold in original). Please be advised that as of this date, neither our Firm, nor either of local counsel's Firms, have received your discovery responses as ordered. In the event the answers were served Bu June 7th, please provide us with the method or service (and if the same is traceable) so that we may determine why we have not yet received your discovery responses. In the event we fail to hear from you by the close of business today, we will have no alternative but to inform the Court of you failure to comply with the order and seek appropriate relief in this matter. Should you have any questions regarding this matter, please do not hesitate to contact me.

DAVID M. O'DENS  
ATTORNEY  
*Admitted in Texas and Oklahoma*

3333 LEE PARKWAY  
EIGHTH FLOOR  
DALLAS, TX 75219

214.520.3300 main  
214.560.1708 direct  
800.538.4661 toll free  
214.526.4145 fax

[SETTLEPOU.COM](http://SETTLEPOU.COM)

<image002.png>

The information transmitted in this message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, transmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient(s) is prohibited. Unless expressly stated in this e-mail, nothing in this message should be construed as a digital or electronic signature. If you received this in error, please contact the sender and delete the material from any computer.